

PROVIDENCE, SC.

CITY OF CRANSTON)
Plaintiff)
)
v.)
)
RHODE ISLAND RESOURCE)
RECOVERY CORPORATION)
Defendant)

The Plaintiff, City of Cranston, hereby files its Complaint against the Defendant, Rhode Island Resource Recovery Corporation as follows:

1. The City of Cranston (sometimes "Cranston" or "Plaintiff"), is a duly organized body corporate in the State of Rhode Island, having a usual place of business located at 869 Park Avenue, Cranston, Providence County, Rhode Island.

2. Rhode Island Resource Recovery Corporation (sometimes "RIRRC" or "Defendant"), is a duly organized public corporation in the State of Rhode Island, having a usual place of business located at 65 Shun Pike, Johnston, Providence County, Rhode Island.

II. Jurisdiction

3. The Superior Court has exclusive jurisdiction over this matter, as the litigation involves, inter alia, a claim for declaratory relief pursuant to the Uniform Declaratory Judgments Act (R.I.G.L. § 9-30-1), asking this Court to declare the rights, status, obligations and other legal

7-30-17, asking this Court to
SUPERIOR COURT
FILED
HENRY S. KINCH JR., CLERK

relations between the parties concerning certain federal, state and local laws, ordinances and regulations (collectively the "Regulations"), as well as a purported agreement between Cranston and RIRRC concerning RIRRC's continuing legal ability to discharge wastewater into Cranston's Waste Water Treatment Facility as further defined herein.

4. The Superior Court also has jurisdiction over this matter pursuant to R.I.G.L. § 8-2-14 as the litigation involves, inter alia, an action at law in which the amount in controversy exceeds the sum of ten thousand dollars (\$10,000.00).

III. Statement of Facts

5. Cranston owns and operates a Waste Water Treatment Facility (hereinafter referred to as the "WWTF", but sometimes referred to by the parties as the Water Pollution Control Facility, the "WPCF"), which is also known as a Publicly Owned Treatment Works ("POTW"), located at 140 Pettaconsett Avenue, Cranston, Rhode Island, and the operation of said facility is subject to Rhode Island Pollutant Discharge Elimination System (RIPDES) Permit RI0100013 ("RIPDES Permit"), issued and as periodically amended and reissued by the State of Rhode Island Department of Environmental Management ("RIDEM"), and the Regulations.

6. The WWTF collects and treats wastewater (hereinafter "wastewater" or "leachate") from various domestic and industrial sources, and the RIPDES Permit sets forth, inter alia, certain operational parameters, including without limitation, the imposition of wastewater discharge limits on various pollutants that the WWTF must meet in order to be in compliance with the Regulations.

7. RIRRC operates a facility located in Johnston, Rhode Island, commonly known as the Central Landfill, which, inter alia, discharges wastewater to the WWTF.

8. RIRRC's facility and its wastewater discharge to the WWTF are subject to the Regulations, including without limitation, Regulations for the Rhode Island Pollutant Discharge Elimination System, federal Pretreatment Program Requirements found at 40 CFR § 403.8, and Cranston Code of Ordinances, Chapter 13.08 (Cranston's Sewer Use Ordinance [the "SUO"]), which includes, inter alia, a Municipal Industrial Pretreatment Program (the "MIPP")

9. RIRRC is a Significant Industrial User ("SIU") under the MIPP.

10. Cranston has issued to RIRRC MIPP Permit 1808, which together with the Regulations, including the SUO, provide, inter alia, the regulatory framework to which RIRRC must adhere in discharging its wastewater to the WWTF.

11. The Regulations generally, and specifically the SUO prohibit RIRRC from discharging or causing to be discharged "[m]aterials which exert or cause...[u]nusual BOD, chemical oxygen demand, nitrogen compounds, phosphorus or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works, and [e]xcessive flows containing any of the above listed constituents and or constituents which may cause or contribute to ...[WWTF]...interference."

12. In addition to MIPP Permit 1808, Cranston and RIRRC also purportedly entered into a certain Restated Comprehensive Sewer and Water Service Agreement dated August 11, 1998 (together with all its exhibits, collectively, the "Restated Agreement"), which states, inter alia, that Cranston would provide certain wastewater treatment services to RIRRC "in perpetuity", in consideration for which RIRRC would, inter alia, make certain monetary payments to Cranston, all as described in the Restated Agreement.

13. To be a valid and enforceable contract, the Restated Agreement had to be ratified by the Cranston City Council and Cranston is unable to locate a record of the City Council ratifying the Restated Agreement.

14. The Restated Agreement also provides, inter alia, that (a) Cranston is required to treat no more than four hundred thousand (400,000) gallons per day of RIRRC's wastewater, (b) "in no event shall Cranston terminate sewer service" to RIRRC (the "no shut off" provision), (c) RIRRC "shall abide by applicable Cranston regulations and requirements regarding pretreatment of wastewater", (d) RIRRC "shall comply with all quality standards, both state and federal for Industrial wastewater discharges", and (e) RIRRC "agrees to pay for all future charges incurred as a result [of] any discharges not in compliance with the aforementioned standards".

15. The Restated Agreement also provides, inter alia, that Cranston's obligations to treat RIRRC's wastewater discharge are based upon the "biological and chemical effluent quality standards" in existence in 1998.

16. In 2000, in conjunction with the issuance of Cranston's 2000 RIPDES Permit, Cranston and RIDEM entered into an Amended Consent Agreement and Judgment (the "2000 Consent Agreement"), which resulted in the implementation of new biological and chemical effluent standards that Cranston was required to meet to maintain compliance with its RIPDES Permit.

17. As a result of the 2000 Consent Agreement, in or about 2005 and 2006, Cranston performed, at a significant cost, various upgrades to the WWTF (the "2005/2006 Upgrades"), which were necessary to allow Cranston to meet the stricter biological and chemical effluent standards set by the 2000 Consent Agreement.

18. Historical testing data demonstrates that the quantity and concentration of various pollutants in RIRRC's wastewater discharge have increased substantially since the date of the Restated Agreement.

19. Beginning after 1998 and continuing to the present, the quantity and concentration of the pollutants found in RIRRC's leachate have increased to the point that RIRRC's wastewater violates the SUO and the Regulations by, inter alia, causing and exerting a significant load on the WWTF, by interference with the operation of the WWTF and by discharging pollutants at levels that exceed limits set forth in the SUO and the Regulations.

20. The pollutants found in RIRRC's wastewater discharge have become so concentrated and voluminous over time that they comprise a significantly greater percentage of the total pollutants treated by the WWTF than the percentage that RIRRC's flow is of the total wastewater treated by the WWTF.

21. As a result of the nature and type, as well as the increase in the quantity and concentration of, the pollutants in RIRRC's wastewater discharge, Cranston has incurred and continues to incur substantial additional costs and expenses to treat RIRRC's leachate, and it has been required to operate the WWTF outside its operational and equipment parameters in order to allow Cranston to meet its discharge obligations under the RIPDES Permit.

22. Since the date of the Restated Agreement, the efforts required for, and the costs associated with, the treatment of RIRRC's wastewater have increased significantly, concurrent with the rise in the quantity and concentration of the pollutants in RIRRC's leachate.

23. Cranston has notified RIRRC of the increased quantity and concentrations of the pollutants in RIRRC's wastewater discharge and the impact that it is having on Cranston and the WWTF, including the increased treatment costs and expenses it has incurred treating RIRRC's

wastewater that violates the SUO and the Regulations, and has demanded that RIRRC take action, including without limitation, the pretreatment of its wastewater discharge, and the payment of said additional costs and expenses.

24. RIRRC has failed, refused, or neglected to implement any measures that would reduce the quantity and concentration of the pollutants found in its wastewater discharge, thereby mitigating the adverse impacts on Cranston and the WWTF, and it has refused to pay the amounts invoiced by Cranston, which were necessitated by RIRRC's violation of the SUO and the Regulations, including without limitation, the increased loads on and interference with the WWTF caused by RIRRC's leachate.

25. The Restated Agreement also provides, inter alia, that Cranston would accept RIRRC's wastewater through one connection located at a point on Green Hill Road, Johnston, Rhode Island.

26. After the date of the Restated Agreement, RIRRC installed a second connection to the WWTF, the so-called "Rise Line", without any permits or approvals from Cranston in violation of the terms of the Restated Agreement and the SUO, and it has discharged additional leachate to the WWTF through said second connection.

27. RIDEM and Cranston entered into a further Consent Agreement dated as of October 26, 2009 (the "2009 Consent Agreement"), which modifies Cranston's obligations under its RIPDES Permit by again changing the chemical and biological effluent standards applicable to the WWTF, and implementing even stricter wastewater discharge limits for the WWTF.

28. In accordance with the terms of the 2009 Consent Agreement, Cranston was required to submit a facility plan amendment (the "2010 Facility Plan Amendment") to RIDEM

setting forth the various upgrades and modifications to the WWTF that Cranston would implement to allow the WWTF to meet the stricter discharge standards.

29. Cranston initially prepared the 2010 Facility Plan Amendment with upgrades and modifications that were designed in anticipation of RIRRC continuing to discharge its wastewater to the WWTF.

30. While Cranston was in the process of completing the initial version of the 2010 Facility Plan Amendment, RIRRC notified Cranston and RIDEM that it intended to cease discharging its wastewater to the WWTF because it had reached an agreement with the Narragansett Bay Commission (the “NBC”) to accept RIRRC’s wastewater discharge.

31. As a result of and in reliance on RIRRC’s notification, Cranston amended the 2010 Facility Plan Amendment and redesigned the upgrades and modifications based upon the fact that RIRRC would no longer be discharging its wastewater to the WWTF.

32. Cranston submitted the revised 2010 Facility Plan Amendment to RIDEM, which approved the proposed upgrades and modifications on July 25, 2013 (the “2013 Facility Upgrades”).

33. Once the 2013 Facility Upgrades are completed, the WWTF will not be able to meet the stricter discharge limits of its RIPDES Permit, as implemented by the 2009 Consent Agreement, if RIRRC continues to discharge its wastewater to the WWTF.

34. In concert with the 2013 Facility Upgrades, RIDEM also approved Cranston’s proposed modifications to the SUO and MIPP, which implemented revised discharge limits for industrial users, including RIRRC, for certain identified pollutants (“Revised Local Limits”).

35. RIRRC must implement pretreatment protocols in order for it to be in compliance with the Revised Local Limits.

36. On July 22, 2013, Cranston amended the SUO and MIPP to, inter alia, implement the RIDEM-approved Revised Local Limits.

37. RIRRC's current wastewater discharge to the WWTF does not meet the Revised Local Limits.

38. The 2013 Facility Upgrades must be substantially completed by no later than November 1, 2015, and fully completed by February 1, 2016.

39. If RIRRC continues to discharge its wastewater to the WWTF, without appropriate and sufficient pretreatment, Cranston will be unable to meet the revised discharge limits of its RIPDES Permit, and will be in violation of the 2009 Consent Agreement, its RIPDES Permit, as well as the Regulations.

Count I
Declaratory Relief - R.I.G.L. § 9-30-1

40. Cranston reincorporates the allegations contained in paragraphs 1 through 39 of its Complaint as if fully set forth herein.

41. A dispute has arisen between Cranston and RIRRC concerning RIRRC's past, present and future discharge of its leachate to the WWTF.

42. Cranston is in the process of performing the 2013 Facility Upgrades and RIRRC must stop discharging its wastewater to the WWTF or Cranston will be in violation of the 2009 Consent Agreement, its RIPDES Permit, and the Regulations.

43. To the extent that the Restated Agreement (a) prohibits Cranston from terminating sewer service to RIRRC, (b) requires that Cranston accept wastewater from RIRRC "in perpetuity and take no action to impair its ability to provide sewage collection and treatment service" to RIRRC, and (c) requires Cranston to accept RIRRC's wastewater discharge even though said discharge contains quantities and concentrations of pollutants that cause and exert a

significant load on the WWTF, the Restated Agreement (i) violates the Regulations, and (ii) is otherwise void as against public policy.

44. A justiciable controversy exists between Cranston and RIRRC concerning, inter alia:

- a) RIRRC's continued discharge of wastewater to the WWTF;
- b) RIRRC's continued lack of pretreatment of its wastewater prior to discharge to the WWTF;
- c) The timing of RIRRC's departure from the WWTF and its connection to the NBC system;
- d) The validity and enforceability of the Restated Agreement;
- e) The parties' rights, responsibilities and obligations under the Restated Agreement (if enforceable), the SUO, the MIPP, and the Regulations;
- f) The enforceability of the so-called "in perpetuity" and "no shut off" provisions of the Restated Agreement;
- g) Whether RIRRC has violated and continues to violate the SUO and the Restated Agreement by not pretreating its wastewater discharge despite changes to the biological and chemical effluent standards since the date of the Restated Agreement; and
- h) The amount of any monies due Cranston from RIRRC for additional treatment costs and expenses incurred by Cranston because RIRRC's wastewater contains excessive quantities and concentrations of pollutants in violation of the SUO and the Regulations.

45. Cranston submits that the foregoing issues entitle it to have this Court declare the rights, obligations and responsibilities of Cranston and RIRRC (i) under the Restated Agreement (if enforceable), (ii) under the SUO (regardless of the enforceability of the Restated Agreement) and the Regulations, and (iii) concerning RIRRC's continued rights, if any, to discharge wastewater to the WWTF.

Wherefore, Cranston respectfully requests that this Honorable Court issue, inter alia, minimally, the following declaratory relief pursuant to R.I.G.L. § 9-30-1, in the form of an Order

and Final Judgment to fully and finally resolve the instant dispute between the parties declaring the following relief:

- (i) The Court determine the validity and enforceability of the Restated Agreement, including without limitation, whether the Restated Agreement as a whole is a valid and enforceable agreement and, to the extent it is generally valid and enforceable, whether the “in perpetuity” and the so-called “no shut off” provisions are valid and enforceable provisions;
- (ii) The Court determine the parties’ rights, responsibilities and obligations under the Restated Agreement, to the extent it is enforceable, the SUO, the MIPP and the Regulations;
- (iii) That RIRRC be ordered to stop discharging its wastewater to the WWTF effective no later than the completion of the 2013 Facility Upgrades;
- (iv) That the Court determine, for the period of time prior to RIRRC’s disconnection from the WWTF, the conditions under which RIRRC will be allowed to continue to discharge wastewater to the WWTF, which shall minimally include: (i) RIRRC’s pretreatment of its wastewater before discharging into the WWTF; (ii) RIRRC paying Cranston to discharge into the WWTF; and (iii) RIRRC’s compliance with the SUO, the MIPP and the Regulations;
- (v) That RIRRC be ordered to forthwith pay Cranston the full amount of the additional costs and expenses Cranston has incurred because RIRRC’s wastewater contains excessive quantities and concentrations of pollutants in violation of the SUO and the Regulations;
- (vi) That RIRRC be ordered to forthwith pay Cranston any and all fines and penalties allowed by law; and
- (vii) For such other and further relief as this Court deems just and fair.

Count II
Violation of the SUO
(Civil Enforcement Action)

46. Cranston reincorporates the allegations contained in paragraphs 1 through 45 of the Complaint as if fully set forth herein.

47. RIRRC is required to comply with all applicable terms, conditions and obligations of the Cranston SUO.

48. The SUO provides, inter alia, that any violator of the ordinance shall be liable to Cranston for a maximum civil penalty of twenty-five thousand dollars (\$25,000.00) per violation, per day, together with reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, and the cost of any actual damages incurred by the City.

49. The SUO further provides, inter alia, that Cranston may, in addition to its other remedies, enforce the SUO by bringing a civil action against a violator.

50. RIRRC has violated and continues to violate the terms, conditions, and obligations of the SUO and the Regulations by discharging wastewater to the WWTF without pretreatment and which contains quantities and concentrations of pollutants which are prohibited by the SUO and the Regulations, including without limitation, discharging wastewater that causes and exerts a significant load on and interference with the WWTF, and that contains pollutant levels that exceed those permitted by the SUO and the Regulations.

51. RIRRC's repeated violations of the SUO and the Regulations has caused Cranston damages, including without limitation, the expenditure of substantial additional costs and expenses to treat RIRRC's wastewater because RIRRC's leachate contains excessive quantities and concentrations of pollutants in violation of the SUO and the Regulations, together with the operation of the WWTF outside its operational and equipment parameters to allow Cranston to meet its discharge obligations under the RIPDES Permit.

Wherefore, Cranston respectfully requests that this Honorable Court:

- (i) enter judgment in its favor against the Defendant finding that RIRRC has violated and continues to violate the SUO and the Regulations;
- (ii) determine the number of days that RIRRC has violated the SUO and impose a penalty against RIRRC in the amount of \$25,000.00 for each violation and for each day that the Court finds a violation, and that judgment enter against RIRRC for the amount so determined;

- (iii) determine the actual damages suffered by Cranston as a result of RIRRC's repeated violations of the SUO and the Regulations and that judgment enter against RIRRC for the amount so determined;
- (iv) determine Cranston's reasonable attorney fees, its court costs and other expenses expended in enforcing its rights under the SUO and enter judgment against RIRRC for the amount so determined; and
- (v) for such other and further relief as this Court deems just and appropriate.

Count III
Breach of Contract
(Restated Agreement)

52. Cranston reincorporates the allegations contained in paragraphs 1 through 51 of its Complaint as if fully set forth herein.

53. If the Court determines that the Restated Agreement is a valid and enforceable agreement, RIRRC has breached and continues to breach the terms of the Restated Agreement by, inter alia, (a) discharging wastewater to the WWTF without pretreatment, (b) discharging wastewater to the WWTF which contains quantities and concentrations of pollutants which are a violation of the SUO and the Regulations, (c) refusing to pay Cranston for the additional costs and expenses Cranston has incurred because RIRRC's wastewater contains excessive quantities and concentrations of pollutants in violation of the SUO and the Regulations, and (d) adding a second connection to the WWTF by installing the so-called "Rise Line" without any permits and approvals.

54. As a direct result of RIRRC's breach of the Restated Agreement, Cranston has suffered and continues to suffer damages, including, without limitation, the expenditure of substantial additional costs and expenses to treat RIRRC's wastewater because RIRRC's wastewater contains excessive quantities and concentrations of pollutants in violation of the SUO and the Regulations, together with the operation of the WWTF outside its operational and

equipment parameters to allow Cranston to meet its discharge obligations under the RIPDES Permit.

Wherefore, Cranston respectfully requests that this Honorable Court enter judgment in its favor against the Defendant, awarding Plaintiff compensatory damages, statutory interest, costs, reasonable attorney's fees, any and all fines and penalties allowed by law and any other relief this Court deems just and appropriate.

Count IV
Public and Private Nuisance

55. Cranston reincorporates the allegations contained in paragraphs 1 through 54 of its Complaint as if fully set forth herein.

56. The actions and omissions of RIRRC with respect to its wastewater discharge to the WWTF, its failure to pretreat for certain pollutants, and the increase in the quantity and concentration of the pollutants found in RIRRC's leachate such that RIRRC's discharge has caused and continues to cause a significant load on and interference with the WWTF, are and continue to be a public and private nuisance, causing unreasonable interference with the health, safety, peace, comfort and convenience of Cranston, the citizens of Cranston and the general public, as well as monetary damage to Cranston,.

Wherefore, Cranston respectfully requests that this Honorable Court enter judgment in its favor against the Defendant (i) awarding Plaintiff compensatory damages, statutory interest, costs, and reasonable attorney's fees, (ii) permanently enjoining RIRRC from discharging wastewater to the WWTF in violation of the SUO and the Regulations, (iii) permanently enjoining RIRRC from discharging wastewater to the WWTF no later than completion of the 2013 Facility Upgrades, (iv) award Cranston any and all fines and penalties permitted by law, and (v) any other relief this Court deems just and appropriate.

Count V
Injunctive Relief

57. Cranston reincorporates the allegations contained in paragraphs 1 through 56 of the Complaint as if fully set forth herein.

58. Cranston has begun implementing the 2013 Facility Upgrades which have been designed and approved by RIDEM based upon RIRRC no longer discharging wastewater to the WWTF.

59. RIRRC's wastewater discharge does not meet the Revised Local Limits.

60. Cranston cannot meet its obligations under and will be in violation of its RIPDES Permit, and the Regulations if RIRRC continues to discharge its wastewater to the WWTF upon completion of the 2013 Facility Upgrades.

61. RIRRC has notified Cranston and RIDEM that it intends to terminate its relationship with Cranston concerning its discharge of wastewater to the WWTF and to connect to NBC at some unspecified future date.

62. Upon completion of the 2013 Facility Upgrades, if not sooner, Cranston will suffer irreparable harm and will have no adequate remedy at law if RIRRC is allowed to continue to discharge its wastewater to the WWTF, as the WWTF will not have the capability or the capacity to treat said discharge, and Cranston will be in violation of the RIPDES Permit and the Regulations.

Wherefore, Cranston respectfully requests that this Honorable Court permanently enjoin RIRRC from discharging its wastewater to the WWTF no later than completion of the 2013 Facility Upgrades, permanently enjoin RIRRC from discharging its wastewater to the WWTF without appropriate and sufficient pretreatment, and for such other and further relief as this Court deems just and fair.

DEMAND FOR JURY TRIAL AND TRIAL COUNSEL DESIGNATION

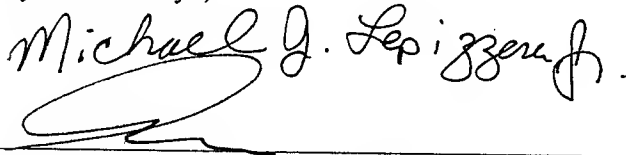
Cranston demands a trial by jury on all counts so triable and it designates Scott K.

DeMello, Michael J. Lepizzera, Jr., and Anthony M. Traini as its trial counsel.

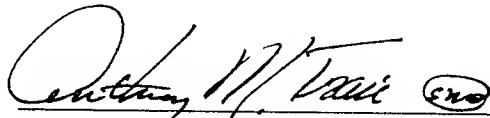
Respectfully Submitted

City of Cranston

By its attorneys,



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Dated: October 25, 2013



SUPERIOR COURT

CIVIL CASE COVER SHEET

CASE # PC/3-5435

THIS FORM MUST BE FILED WITH EACH ORIGINAL DOCUMENT THAT COMMENCES A CIVIL PROCEEDING IN THE CLERK'S OFFICE. IF THE CASE IS A DISTRICT COURT APPEAL, THIS FORM MUST BE FILED WITH THE APPEAL IN THE DISTRICT COURT AND WILL BE TRANSFERRED WITH OTHER DOCUMENTS TO THE SUPERIOR COURT.

City of Cranston	Rhode Island Resource Recovery Corp.
PLAINTIFF	DEFENDANT
ID#	ID#

NATURE OF PROCEEDING - CHECK ONE APPLICABLE CASE TYPE UNDER MAIN CATEGORIES LISTED BELOW.

CIVIL ACTION		
<input type="checkbox"/> AA AGENCY APPEAL	<input type="checkbox"/> EX EXCESSIVE TAX	<input type="checkbox"/> PJ PERSONAL INJURY/VEHICLE
<input type="checkbox"/> AB ASSAULT AND BATTERY	<input type="checkbox"/> FF FORFEITURE	<input type="checkbox"/> PL PRODUCT LIABILITY
<input type="checkbox"/> AE ASBESTOS CASES	<input type="checkbox"/> FG FOREIGN JUDGMENT	<input type="checkbox"/> PR PARTITION
<input type="checkbox"/> AI ANTI-TRUST	<input type="checkbox"/> FS FRIENDLY SUIT	<input type="checkbox"/> RC REINSTATE CHARTER
<input type="checkbox"/> BA BOOK ACCOUNT	<input type="checkbox"/> ID PER INJURY/PROP DAM/VEH	<input type="checkbox"/> PT PROMISSARY NOTE
<input type="checkbox"/> BP BILL OF RIGHTS-POLICE OFF	<input type="checkbox"/> IJ INJUNCTIVE RELIEF	<input type="checkbox"/> RY REAL PROPERTY
<input type="checkbox"/> CH CIVIL RIGHTS/JOB DISCRIM	<input type="checkbox"/> IP INTERPLEADER	<input type="checkbox"/> SA SEXUAL ABUSE
<input type="checkbox"/> CI CRIMINAL INJURY COMP	<input type="checkbox"/> KP KUGEL PATCH	<input type="checkbox"/> SF SPECIFIC PERFORMANCE
<input type="checkbox"/> CL COMMON LAW ASSIGNMENT	<input type="checkbox"/> LC LEAD CASE	<input type="checkbox"/> SX SEXUAL HARASSMENT
<input type="checkbox"/> CM COMMON LAW LIEN	<input type="checkbox"/> LS LIBEL/SLANDER	<input type="checkbox"/> TD CONTRACT DAMAGES
<input type="checkbox"/> CS CONVERSION	<input type="checkbox"/> ME MALPRACTICE/LEGAL	<input type="checkbox"/> TE TRESPASS AND EJECTMENT
<input type="checkbox"/> CV CRIMINAL CONVERSION	<input type="checkbox"/> MM MALPRACTICE/MEDICAL	<input type="checkbox"/> TO TITLE CLEARING
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		<input type="checkbox"/> WR WRIT OF REPLEVIN
MISCELLANEOUS PETITION		
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<input type="checkbox"/> AS ASSESSMENT OF DAMAGES	<input type="checkbox"/> LN LEVEL COMMUN NOTIFICATION	<input type="checkbox"/> RB ARBITRATION REFERRAL
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<input type="checkbox"/> DT DECLINATION OF TRUSTEE	<input type="checkbox"/> PD PETITION TO TAKE DEPO	<input type="checkbox"/> TC TITLE CLEARING (TAX TITLE)
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<input type="checkbox"/> FL FORECLOSURE RIGHTS REDEM	<input type="checkbox"/> PS PERFORM SURGERY	<input type="checkbox"/> VC VACATE ARBITRATION
PROBATE APPEAL		
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DISTRICT COURT APPEAL		
<input type="checkbox"/> DISTRICT COURT APPEAL		

TRIAL ☒ YES ☐ NO IF YES: ☒ JURY ☐ NON-JURY

ATTORNEY NAME AND RHODE ISLAND BAR NUMBER: 4995

PRO SE/NAME: Michael J. Lepizzera, Jr.DATE: 10/25/13

SC-223

Superior-3 (revised February 2013)

SUPERIOR COURT
FILED
 OCT 25 2013
 3:24